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defect in the hull. At the time the insurance was effected there was an unknown latent defect in the stern frame, which defect during the currency of the policy was discovered, and a new stern frame had to be substituted, and the question in the action was whether the cost of the new stern frame was a loss recoverable under the policy. Scrutton, J., who tried the action came to the conclusion that under the Inchmaree clause the loss recoverable is (1) actual total loss of part of the hull or machinery, through a latent defect coming into existence and causing the loss during the currency of the policy; (2) constructive total loss under the same circumstances, as where part of the hull survives, but is, by reason of the latent defect, of no value and cannot be profitably repaired, and (3) damage to other parts of the hull happening during the currency of the policy, through a latent defect, even if the latter came into existence before the policy. But he held that the pre-existing latent defect is not itself damage for which indemnity is recoverable, even if by wear and tear it first becomes visible during the currency of the policy. The action was, therefore, dismissed, and the Court of Appeal (Williams, Moulton, and Farwell, L. JJ.) affirmed the decision.—Canada Law Journal (English Case).

Mandamus against Officers.—The question arose over the publication of notice preparatory to an execution sale of realty. The sheriff it seems was a stockholder in and rather partial to a newspaper called the "Times," and wished to throw business in that direction. On the other hand, the plaintiff wanted the "Rolla Herald" to furnish the publication, and so notified the sheriff, but he declined to be so gracious, saying that he would publish the notice where he pleased. Revised Statutes 1909 of Missouri, section 2218, provides that in execution sales of realty notice thereof may be given by publication in a newspaper designated by the plaintiff or his attorney. Mandamus to require the sheriff to make the publication where desired was sought, but as there was nothing to show that the "Herald" had a larger circulation than the "Times," or that any injury would result from the sheriff's looking after his own little interest, the writ was denied; the Missouri Court of Appeals declaring the law to be that "where a public duty is sought to be enforced, in which the public generally is interested, by private citizens on behalf of the public as well as their own, they may move for a writ of mandamus and are not required to plead or prove any special or particular interest in the result of the performance of the general public duty, because the people are regarded as the real moving party; but in cases where private rights are sought to be enforced it must be made to appear by the petition or alternative writ that the petitioner has been injuriously affected by respondent's default or breach of duty, or that he will be injuriously affected if that duty is not performed." *State v. Wilson*, 139 Southwestern Reporter, 705.